

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Olive Branch Warehousing and Distribution, Inc., a Mississippi corporation, hereinafter referred to as "Grantor", does hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

With regard to any temporary easement, the easement shall expire upon completion of construction. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantor has hereunto set its hand and seal, this 11 day of January, 2003.

OLIVE BRANCH WAREHOUSING AND
DISTRIBUTION, INC., a Mississippi corporation

BY: [Signature]

KIM KRUEGER

Title

Witnessed By: [Signature]

STATE MS.-DESOTO CO.

FEB 26 2 06 PM '03

APPROVED AND ACCEPTED by the
City of Olive Branch

By: *Samuel P. Rikard*
SAMUEL P. RIKARD, MAYOR

ATTEST:
Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI

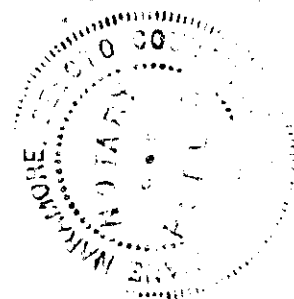
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13 day of January, 2003, within my jurisdiction, the within named *Kim Koumen*, who acknowledged that he is *Secretary/Treasurer* (Title), of Olive Branch Warehousing and Distribution, Inc., a MS corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]
Witness

Judy Diane Naramore
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
BONDED THRU STEGALL NOTARY SERVICE



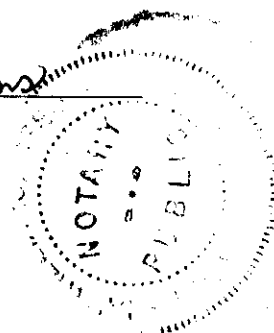
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 19th day of February, 2003, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Jina Rena Williams
NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**OLIVE BRANCH WAREHOUSING
AND DISTRIBUTION, INC.
DEED BOOK 239, PAGE 687**

EXHIBIT 1

Being a portion of the Lot 14, Section A, Olive Branch Industrial Park lying in the northeast $\frac{1}{4}$ of Section 26, Township 1 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Book 239, Page 687 in the Office of the Chancery Clerk of Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT UTILITY EASEMENT

Being a 10 foot wide strip of land having a centerline described as follows: Beginning at a point in the south line of subject property, said point being 69.48 feet west of the southeast corner of subject property as measured along said south line; thence in a northeasterly direction a distance of approximately 74.72 feet to a point; thence in a northerly direction a distance of approximately 277.86 feet to a point; thence in a easterly direction a distance of approximately 91.27 feet to a point in the east line of subject property, said point being 17.43 feet more or less south of the northeast corner as measure along said east line and containing 4,439 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 20 foot wide strip of land parallel and adjacent to the 10 foot wide above described permanent utility easement and containing 14,498 square feet more or less.

PRIORITY LANE

365.30'

336.79'

OLIVE BRANCH WAREHOUSING
AND DISTRIBUTION, INC.
BK 239, PG 687
LOT 3

10' PERM. UTILITY
ESMT.

20' TEMP. CONST.
ESMT.

277.86'

29.99'

115.67'

91.27'

164.43'

17.43'

204.01'

74.72'

369.58'

69.48'

THIS PROPERTY IS LOCATED IN
THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 1 SOUTH, RANGE 6 WEST
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

UTILITY EASEMENT

PREPARED BY: F&A BK. 239, PG. 687 TRACT: O.B.W.D.

DRAFTSMAN: BS DATE: 11, 2002

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

OLIVE BRANCH INDUSTRIAL PARK

EASEMENT REQUIRED:

UNENCUMBERED:	ENCUMBERED:
PERM: 4439 S.F.	PERM: 0.0 S.F.
TEMP: 14498 S.F.	TEMP: 0.0 S.F.

SCALE: 1" = 60'

